

EXHIBIT A

COMPENSATION

This compensation was figured by applying the compensation contained in Sections 5, 6 and 7 of this Agreement, and applies only to the original Parties to this Agreement. The utilization of these formulas by any other Third Parties or Persons will require adjustments to reflect that Third Party's or Person's profiles and its adjusted compensation. Profiles may include, but are not limited to, exchange access lines, customer counts within the exchanges, subscriber counts by calling plans, derived originating traffic volumes, derived terminating patterns, and percent participation relative to the aggregate participation within each exchange.

LEC NAME **Qwest Corporation**
LEC OCN **Iowa: 5141, Minnesota: 5142**

[LIST EAS EXCHANGE COMBINATIONS AND CO. OWNERSHIP, ETC.]

Originating Exchange(s) – (SBC)	Terminating Exchange(s) - (Qwest)
Houlton WI	Stillwater MN
Hudson WI	Stillwater MN
Holton WI	St. Croix MN
Hudson WI	St. Croix MN
Superior WI	Duluth MN
Hager City WI	Red Wing MN
Bay City WI	Red Wing MN
Moline IL	Davenport IA
East Moline IL	Davenport IA
Rockford IL	Davenport IA
Eliza IL	Muscatine IA
Illinois City IL	Muscatine IA

ALL COMPENSATION IS MONTHLY UNLESS INDICATED OTHERWISE

PERIOD STARTING <05/01/05>

LEC PAYMENT

SBC 13STATE PAYMENT

MANDATORY TWO-WAY PLAN(s)	\$Bill and Keep	\$
OPTIONAL TWO-WAY PLAN(s)	\$ N/A	\$
OPTIONAL ONE-WAY PLAN(s)	\$ N/A	\$
MANDATORY ONE-WAY PLAN(s)	\$ N/A	\$
TRANSIT (Per MOU)	\$ N/A	\$

GEOGRAPHIC AREA(S) COVERED BY THIS AGREEMENT

This Agreement shall apply only to the Applicable State(s) and shall be limited to the exchange and termination of traffic between the Parties in the following geographic area(s) of each such State(s): Illinois, Wisconsin, Minnesota, Iowa

[NOTE: NEED TO INSERT HERE THE SPECIFIC GEOGRAPHIC AREAS THIS AGREEMENT COVERS IN EACH CASE. TO THE EXTENT THE AGREEMENT COVERS MORE THAN ONE **SBC 13STATE**, THEN NEED TO LIST THE SPECIFIC GEOGRAPHIC AREAS COVERED ON A STATE-SPECIFIC BASIS. E.G., THE EXCHANGE AND TERMINATION OF